

JOINT USE COOPERATIVE AGREEMENT AMONG
THE CITY OF CAMARILLO, COUNTY OF VENTURA AND
PLEASANT VALLEY SCHOOL DISTRICT

This Joint Use Cooperative Agreement (Agreement) is made by and among the City of Camarillo ("City"), the County of Ventura ("County") and the Pleasant Valley School District ("District"). The City, County and District are referred to hereinafter collectively as the "Parties."

WHEREAS, it has been determined through an assessment of public library service and school library service needs that a new and improved public library is needed to further the reading and literacy objectives of both the local schools and the public library; and

WHEREAS, the Parties have joined together to develop a joint venture program ("Program") to be carried out in the proposed new Camarillo Library ("Library") to provide needed services and benefits to K-8 students and their families through homework assistance, literacy instruction, tutoring referral and staff development training. The rights and obligations of the Parties to this Agreement pertain specifically to the Program which is one component of the activities and operations of the new Camarillo Library; and

WHEREAS, the City of Camarillo is submitting an Application Form pursuant to the California Reading and Literacy Improvement and Public Library Construction and Renovation Bond Act of 2000 ("Act"); and

WHEREAS, effective January 4, 2002, California Code of Regulations, Sections 20430, *et seq.*, (Title 5, Division 2, Chapter 3), established the Library Bond Act Regulations for the Act ["Regulations"]; and

WHEREAS, Section 20440 of the Regulations, Appendix 2, sets forth the thirteen Required Elements for Joint Use Cooperative Agreements.

NOW THEREFORE, the Parties to this Agreement hereby agree as follows:

1. The roles and responsibilities of each party with respect to funding, staffing, supervision, operation and management of the Program shall be as follows:
 - 1.1 Staffing: Staffing shall be provided by the County and District. The staffing provided by the County and District will be in the time allocations and positions set forth in paragraph 4 of this Agreement. The County and the District shall retain the discretion to make adjustments in the time allocations and positions. Except as modified in paragraph 1.6, the total time commitment shall not be reduced below that set forth in paragraph 4.

- 1.2 Funding: The City shall provide, with contributions from the State pursuant to the Act, for the cost of the land acquisition for the proposed new library site and construction of the library building and facility. The County shall provide materials, operation and staff for instruction, supervision, volunteer recruitment and staff training. The District shall provide textbooks and staff for participant outreach and referral, volunteer recruitment and staff training.
- 1.3 Supervision: Supervision of the Library will be provided by the County.
- 1.4 Operation: The County will operate the Library. In the event it is determined in the future that the County will not operate the Library, then the City shall assume responsibility for the operation of said Library.
- 1.5 Management: Management for the Library will be provided by the County.
- 1.6 The County and the District, in their discretion based upon budgetary considerations, may reduce their respective commitments of staff and resources devoted to the Program. If either the County or the District, or both, chose to reduce said commitment, the City agrees to assume responsibility for providing the staff and resources necessary for the Program to continue to operate at least at the same level as specified in this Agreement.

2. Joint Library Services Program

The County and the District shall jointly provide the following library services for the Program as follows:

- 2.1 Homework Center: Curriculum support and homework assistance.

County agrees to provide .50 Library Technician and supplies, space, furniture, computers, and volunteer recruitment and training. District agrees to provide core curriculum textbooks (i.e., language arts, mathematics, science and social studies), in-service training, participant outreach, and volunteer recruitment.
- 2.2 Literacy Center: One-on-one tutoring and small group instruction for K-8 students and their parents or caregivers.

County agrees to provide .50 Literacy Site Coordinator, volunteers, space, furnishings, equipment, and collections. District agrees to provide outreach, student/parent referrals, in-service training, resource/information sharing and volunteer recruitment.

- 2.3 Tutoring Referral: Information exchange service matching volunteer tutors with learners.

County agrees to provide computer data base and tutoring exchange bulletin board. District agrees to provide outreach and referral.

- 2.4 Staff Development: Cross-training and in-service training.

District library staff agrees to provide County library staff with training in curriculum support, instructional media, homework center collections and resources, and information exchange on educational issues. County library staff agrees to provide District library staff with training in children's programming (i.e., collection development, storytelling, children's literacy), database demonstrations, and library technology.

3. Library hours of service shall be provided by the County at the Library for the public and for students as follows:

- 3.1 Library Hours for the Public and for Students: 10:00 a.m. to 9:00 p.m. Monday through Thursday; 10:00 a.m. to 5:00 p.m. Friday through Sunday.

- 3.2 Homework Center Hours for Students: 3:00 p.m. to 7:00 p.m. Monday through Thursday and 3:00 p.m. to 5:00 p.m. on Friday with staff assistance; self-help all other library hours.

- 3.3 Literacy Center: 20 hours a week with Literacy Site Coordinator; additional volunteer tutoring schedules.

4. The number and classifications of staff members for joint library services for the Program shall be as follows:

- 4.1 County:

4.1.1 .10 Branch Librarian

4.1.2 .50 Literacy Site Coordinator

4.1.3 .50 Library Technician

4.1.4 .10 Children's Librarian

4.1.5 10 hours/year Automation Manager

- 4.2 District:

4.2.1 .05 Instructional Media Coordinator

- 4.2.2 .05 Library Services Specialist
 - 4.2.3 .05 Instructional Media Technician
 - 4.2.4 10 hours/year Library Media Technician
 - 4.2.5 District shall provide the Program with time allocations for District staff in a manner determined by District in its discretion. The Parties do not intend that District staff will ordinarily be located at the Library during the library hours set forth in paragraph 3.1.
- 5. Volunteers.
 - 5.1 Homework, literacy and academic tutoring will utilize volunteers recruited by County and District.
- 6. Location of the proposed joint use project.
 - 6.1 New Camarillo Library: Approximate 10 acre parcel located at Las Posas Road and Fieldgate Drive, Camarillo, County of Ventura, California ("Project Site"); Assessor Parcel Number 156-0-180-295.
- 7. Ownership of the site, facility, furnishings, equipment, and library materials.
 - 7.1 The City is in the process of acquiring the project site. The City shall own the project site, facility, furnishings and equipment:
 - 7.2 The County shall own the library collections and materials. The textbooks provided to the Library by the District shall be owned by the District.
- 8. Sources and uses of funding.
 - 8.1 The City, with contribution from State matching grant funds pursuant to the Act, shall pay the cost of the site acquisition, facility design and construction of the Library.
 - 8.2 The County shall pay for the cost of library operations.
 - 8.3 The County and District shall provide for the administration, staffing, materials and operation of the Program described in Section 2. The total annual operating cost of the Program is estimated to be \$60,000.00 with increases annually adjusted based upon the Consumer Price Index. County shall provide staff and materials in an amount equivalent to 80% of the total annual operating cost and District shall provide existing staff and textbooks

in an amount equivalent to 20% of the total annual operating cost of the Program.

9. Responsibility for facility operation, maintenance, and management.
 - 9.1 The County shall be responsible for the facility operation and management.
 - 9.2 The County and City shall be jointly responsible for facility maintenance. The extent of participation by the County and the City in facility maintenance will be the subject of further discussion between the City and County and will be set forth in an Operating Agreement to be prepared between the County and the City.
10. Review and modification process for the conditions of the agreement.
 - 10.1 This Agreement may be periodically reviewed by the Parties and shall only be modified in writing executed by all Parties. No modification shall be permitted to this Agreement which would be inconsistent with the requirements of the terms of the grant which is being applied for by the City pursuant to the Act.
11. Field Act.
 - 11.1 The project will not be subject to the Field Act.
 - 11.2 The rationale for the determination that the Field Act is not applicable is that the project will be implemented in a stand-alone public library facility and will not involve school classroom sessions or classroom groups of 24 or more students and the project is not located on property owned by a public school and the project does not require more than 24 K-12 students to attend at one time for educational purposes.
12. A 20-year commitment to providing joint use library services consistent with the intent of the cooperative agreement.
 - 12.1 The Parties hereby agree to a 20 year commitment to providing joint use library services consistent with the intent of this Agreement.
13. Acknowledgement and incorporation of Education Code Section 19999 and Section 20440 (e) (3) (G) of these regulations which requires the provision of public library direct services for 40 years.
 - 13.1 The Parties hereby acknowledge and incorporate the provisions of Education Code Section 19999 and Section 20440 (e) (3) (G) of the

Library Bond Act Regulations effective January 4, 2002, which require the provision of public library direct services for forty years.

The Parties agree to execute and deliver to all other Parties all such other and further instruments and documents as may be necessary to carry out the purposes of this Agreement. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which constitute one and the same instrument.

IN WITNESS WHEREOF the Parties have executed this Agreement on the dates specified below.

Signature pages follow.

DATED: _____

CITY OF CAMARILLO

By _____
Mayor Jeanette L. McDonald

ATTEST:

Deborah Harrington, City Clerk

DATED: _____

PLEASANT VALLEY SCHOOL DISTRICT

By _____
Signature

Print Name: _____

Title: _____

DATED: _____

COUNTY OF VENTURA

By _____
Signature

Print Name: _____

Title: _____